**UNITED STATES DISTRICT COURT**
**EASTERN DISTRICT OF MICHIGAN**
**SOUTHERN DIVISION**

CHRIS JOHNS,

Plaintiff,

v.

BLUE CROSS BLUE SHIELD OF MICHIGAN,

Defendant.

Case No. 2:08-cv-12272
Honorable Stephen J. Murphy, III

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**STIPULATION TO ENTRY OF PROPOSED ORDER 1) DECLARING BLUE CROSS BLUE SHIELD OF MICHIGAN'S PAYMENT OBLIGATIONS UNDER SETTLEMENT AGREEMENT SATISFIED, WITH CONDITIONS; 2) DIRECTING ADDITIONAL SETTLEMENT PAYMENTS; AND 3) DISMISSING AS MOOT PLAINTIFF'S MOTION TO COMPEL SETTLEMENT PAYMENTS**

The parties, by and through their undersigned counsel, hereby stipulate to the entry of the attached Proposed Order.

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**ORDER**
**1) DECLARING BLUE CROSS BLUE SHIELD OF MICHIGAN'S PAYMENT OBLIGATIONS UNDER SETTLEMENT AGREEMENT SATISFIED, WITH CONDITIONS; 2) DIRECTING ADDITIONAL SETTLEMENT PAYMENTS; AND 3) DENYING AS MOOT PLAINTIFF'S MOTION TO COMPEL SETTLEMENT PAYMENTS**

In accordance with the stipulation of the parties hereto and their counsel, it is ORDERED that:

A. Defendant Blue Cross Blue Shield of Michigan ("Blue Cross") has satisfied is payment obligations under the parties' Settlement Agreement dated June 17, 2009 ("the Settlement Agreement"), subject only to the following:

1. The parties agree that any future payment by Blue Cross under the Settlement Agreement shall only be made to a person who (a) was served a class notice as verified in Plaintiff's Affidavit of Compliance and Proof of Service Regarding Notice of Class Action (Dkt 82); (b) brings a claim for payment within six years of the Effective Date of the Settlement Agreement; (c) did not opt out of the class, (d) is confirmed by Beaumont Hospital as having received treatment in the GIFT program within the period specified in the Settlement

Agreement, and (e) is confirmed by Blue Cross as having had the type of Blue Cross coverage specified in the Settlement Agreement.

B. Blue Cross shall make payments to the parents of the two individuals who are the subject of Plaintiff's pending Motion to Compel Settlement Payments (Dkt 116) as follows:

1. Blue Cross shall pay the parents of AZ $2,109.

2. Blue Cross shall pay the parents of BY $5,883.

3. BY and AZ are hereby deemed Class Members under the Settlement Agreement.

C. Plaintiff's Motion to Compel Settlement Payments (Dkt 116) is denied as moot.

D. All terms of the Settlement Agreement and the Order of Final Approval of Proposed Settlement, Final Certification of Settlement Class, and Dismissal of All Claims With Prejudice (Dkt 112) (the "Order") remain in full force and effect.

E. This Court continues to retain jurisdiction as to all matters relating to (a) the interpretation, administration, and consummation of the Settlement Agreement; and (b) the enforcement of the injunctions of the Order.

**SO ORDERED.**

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STEPHEN J. MURPHY, III
United States District Judge

Date: ______________________________